



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Extension By Lessee Lodi Grape Festival of Lease
For City Property at Lodi Stadium and Lawrence
Park

MEETING DATE: January 2, 1992

PREPARED BY: City Attorney

RECOMMENDED ACTION: Information only.

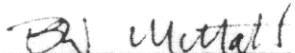
BACKGROUND INFORMATION: On October 7, 1963 and March 20, 1965
respectively, the City of Lodi leased to the
Grape Festival and Wine Show, certain property
at the Lodi Stadium and in Lawrence Park. These leases were for 7 and 10
years respectively.

Both leases contained a provision giving the lessee the option of
extending the lease for one 10-year period. The Grape Festival Board of
Directors has now chosen to exercise that option on both leases. Attached
is a letter dated November 21, 1991 indicating that desire.

All terms of the existing leases would remain the same, since the lessee
has an absolute right to extend the leases for the 10-year period on the
terms specified.

FUNDING: None required.

Respectfully submitted,



Bob McNatt
City Attorney

BM/vc

APPROVED _____

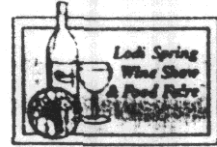
THOMAS A. PETERSON
City Manager



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91 DEC 12 AM 11:09

ALICE M. REIMON
CITY CLERK
CITY OF LODI



November 21, 1991

City of Lodi
Call Box 3006
Lodi, CA 95241

Re: Extension of leases for
Stadium Parking lot and
Lawrence Park

Gentlemen:

Pursuant to the lease between the City of Lodi and the Lodi Grape Festival and National Wine Show Inc. dated October 7, 1983, for use of the Lodi Stadium property, and the lease between the City of Lodi and the Lodi Grape Festival and National Wine Show, Inc. dated March 20, 1985, for use of the Lawrence Park property, please be advised that the Lodi Grape Festival and National Wine Show, Inc. wishes to exercise its option to extend these leases for a period of ten (10) years, commencing September, 1992, and ending September, 2001.

Please consider this letter as a formal request for the aforementioned extension.

Sincerely,

A handwritten signature in dark ink, appearing to read "Graeme A. Stewart".

Graeme A. Stewart, CFE
General Manager

A handwritten signature in dark ink, appearing to read "Donn Thompson".

Donn Thompson, President
Board of Directors



CITY COUNCIL

EV. LYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
ROBERT C. MURPHY
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 314-5614

HENRY A. CLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

Aug 1983

Lodi Grape Festival and National Wine Show, Inc.
413 East Lockeford Street
Lodi, California 95240

Gentlemen:

THIS LETTER AGREEMENT, is made and entered into by and between the Lodi Grape Festival and National Wine Show, Inc. of Lodi, California (hereinafter referred to as GRAPE FESTIVAL) and the City of Lodi, a municipal corporation (hereinafter referred to as CITY).

Whereas the Lodi City Council at its regular meeting held June 15, 1983 approved an Agreement between GRAPE FESTIVAL and CITY for use of the Lodi Stadium property, GRAPE FESTIVAL is desirous of, and CITY agrees, that CITY do certain improvements to the stadium parking area, a description of which property is attached hereto as Exhibit "A" and incorporated herein by reference.

Specifically, GRAPE FESTIVAL is desirous of CITY adding to said property, fencing, drainage, lighting, grading, and paving of said parking area.

In consideration Of CITY constructing said improvements, GRAPE FESTIVAL shall contribute Twenty Thousand Dollars (\$20,000) towards costs of said improvements. Said Twenty Thousand Dollars shall be payable upon the completion of the above-mentioned fencing, drainage, lighting, grading and paving improvements. In this regard, GRAPE FESTIVAL shall open and deposit Twenty Thousand Dollars into a joint savings certificate with CITY, in a bonafide savings institution, and said savings certificate shall be held by CITY until the completion of said improvements, whereupon Twenty Thousand Dollars from said savings certificate shall be payable to CITY toward the costs of said improvements, and the balance of said account shall be retained by GRAPE FESTIVAL.

It is understood that said improvements shall be completed by CITY on or before April 15, 1994. However, in the event inclement weather or other unknown factors beyond the control of CITY delay the completion of said improvements beyond the April 15, 1984 proposed completion date, then this Agreement shall remain in full force and effect and shall not be considered void because of such delay.

IN WITNESS WHEREOF, the parties hereto have hereby set their hands this 7th day of October, 1983.

CITY OF LODI, a municipal corporation

By Evelyn O'Sullivan
MAYOR

ATTEST:

Oliver M. Bunch
CITY CLERK

LODI GRAPE FESTIVAL AND
NATIONAL WINE SHOW, Inc.

By Donald Stark
PRESIDENT

By William H. H. H.
GENERAL MANAGER

LEASE

THIS LEASE, entered into this 7th day of October
19 83, by and between CITY OF LODI, a municipal
corporation of the County of San Joaquin, State of
California, Lessor. and LODI GRAPE FESTIVAL AND NATIONAL
WINE SHOW, a corporation duly organized and existing
under and by virtue of the laws of the State of
California and having its principal place of business in
the County of San Joaquin, State of California, Lessee.

WITNESSETH:

That for and in consideration of the rent to be paid and
the covenants to be faithfully kept by Lessee as
hereinafter reserved and contained, Lessor does hereby
lease to Lessee the Lodi Stadium property, as shown on
Exhibit "A", attached hereto and incorporated herein by
reference, situated in Pioneer Park in said City of
Lodi, together with all bleachers, dressing rooms, and
structures used in connection therewith and any and all
equipment used in connection therewith.

That certain contract dated January 7, 1948, by and
between the parties hereto and concerning said property
is hereby terminated.

The period **for** which said stadium, structures and
equipment are so leased. are for such one of the weeks
of the month of September of each year, as Lessee may
select. The term **of** this lease shall be for a period of
ten (10) years. with option for ten (10) additional

years, commencing September of the year 1983 and ending with September of the year 1992. This lease may be ~~extended for ten (10) years,~~ provided that the Lessee ~~notifies the Lessor of his intention to~~ exercise this ~~option and pays~~ the rental on or before January 15 of each: **year,** ...

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year 1983 and ending with September of the year 1992.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said week- of the then ensuing year the Lessee desires for the use by Lessee of said stadium.

It is further understood and agreed that for any performances Lessee desires to conduct, Lessee shall pay **to Lessor for the use of said stadium, equipment and** personal property in connection therewith, the current rate for all electricity actually used each year during such respective use and/or in preparation therefor.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such performances as Lessee may ~~conduct during said~~ term, Lessee shall clean up the said ~~Stadium by removing therefrom all~~ debris which Lessee ~~may have caused to be~~ in or upon the said Stadium Property, because of such performance.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program and retain all revenues derived from said use.

At other times, for special events, Lessee may be granted permission for use of Section 2 of Exhibit "A", after Lessee has requested use of the area through the Recreation and Parks Department. Lessee shall retain **75%** of all revenues derived from any use of Section 2 of Exhibit "A" granted by this lease, on the first six uses per year, and **50%** on all other uses, not including the use by Lessee of the property during the Grape Festival, wherein Lessee shall retain all revenue from Section 2, Exhibit "A". The remaining revenue from Section 2 of Exhibit "A" shall be retained by Lessor.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Stadium, structures or equipment during such time or times as it may use said Stadium, structures and equipment during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee **covenants** and agrees to indemnify and save Lessor free and harmless **from** any and all liability of ~~any kind or character for damage or injury to persons or property that may or might occur within the area~~ covered by the **within lease**, and **for** this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said leased premises or equipment without the written consent of the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges **as** the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to **all** the terms and conditions hereof, Lessee, however, **not** to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but ~~not limited to the sale of beer, soft drinks, candies, peanuts, hot dogs, seat cushions, -parking. broadcasting and the concessions of like kind,~~ shall, during all performances which may be held hereunder by the Lessee, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal and a payment to the City of \$0.35 (Thirty-Five Cents) per each paid gate admission that enters the Stadium, if an admission fee is charged. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have
hereunto set their hands and entered into this lease in
~~duplicate the day and year herein first above written.~~

peanuts, hot dogs, seat cushions, parking, broadcast

and concessions

normal car

CITY OF LODI, a municipal
corporation

By Carolyn O'Shea
MAYOR

ATTEST:

Ann M. Bismack
CITY CLERK

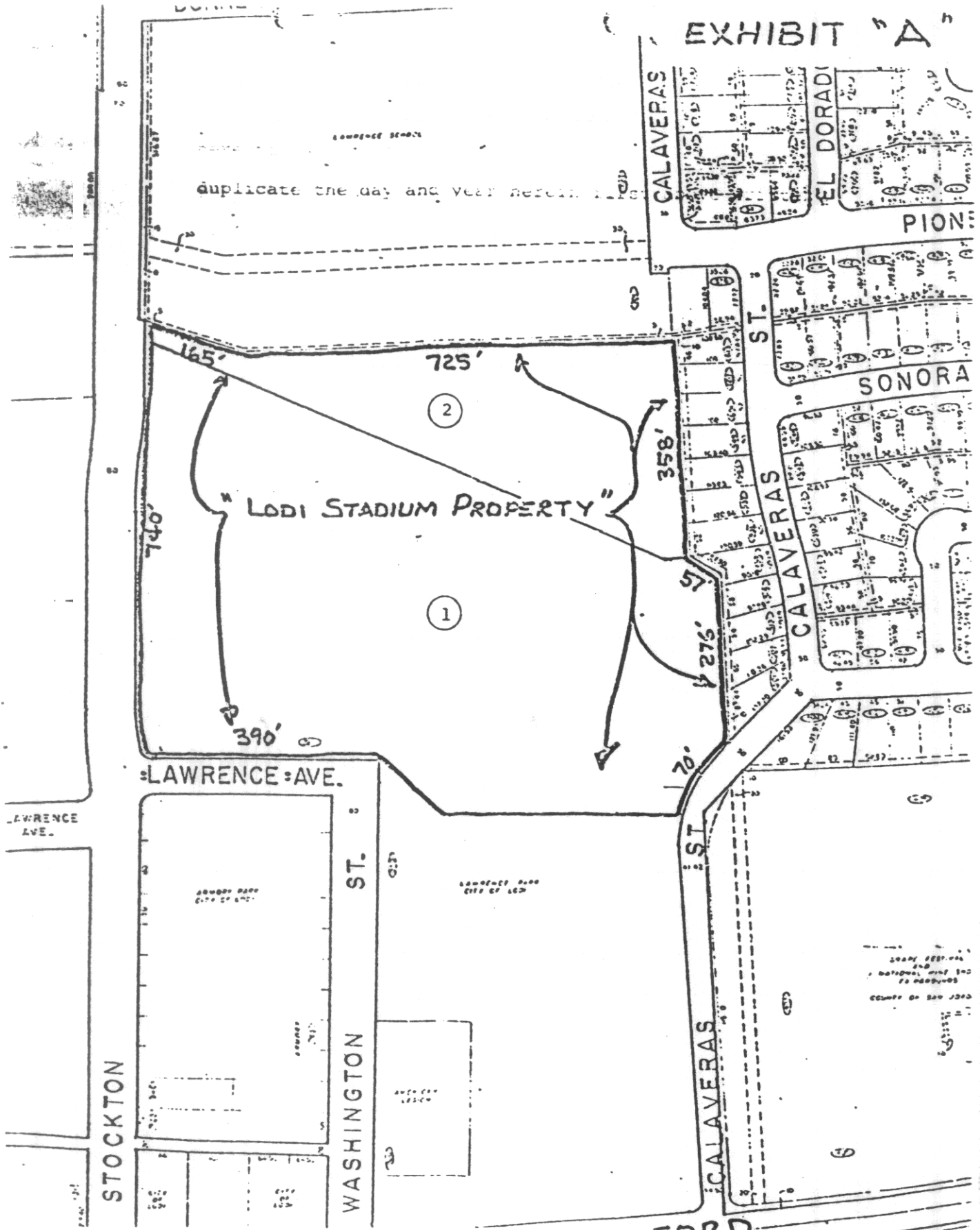
LODI GRAPE FESTIVAL AND
NATIONAL WINE SHOW, INC.

By Donald F. K.
PRESIDENT

By James K.

GENERAL MANAGER

EXHIBIT "A"



LEASE

THIS LEASE, entered into this 20th day of March, 1985,
by and between CITY OF LODI, a municipal corporation of the County of San Joaquin,

State of California. LESSOR. and LOW CRAPE FESTIVAL AND NATIONAL WINE SHOW. a
corporation duly organized and existing under and by virtue of the laws of the
State of California and having its Principal place of business in the County of
San Joaquin. State of California. LESSEE.

WITNESSETH:

That for and in consideration of the rent to be paid and the covenants to be
faithfully kept by Lessee as hereinafter reserved and contained, Lessor does hereby
lease to Lessee the Lawrence Park property, as shown on Exhibit "A", attached
hereto and incorporated herein by reference. situated in Pioneer Park in said City
of Lodi, together with all structures used in connection therewith.

The period for which said Park and Structure is so leased, is for such one
of the weeks of the month of September of each year, as Lessee may select. The
term of this lease shall be for a period of seven (7) years. with option for ten
(10) additional years, commencing September of the year 1985 and ending with
September of the year 1992. This lease may be extended for ten (10) years. pro-
vided that the Lessee notifies the Lessor of his intention to exercise this option
and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean
Monday through Sunday of any week of September as Lessee may select for the said
term or period, commencing with September of the year 1985 and ending with Septem-
ber of the year 1992.

It is understood and agreed that on or before July 1st of each of said years
during the life of this contract, Lessee shall notify the City Clerk of said City
of Lodi in writing of, and in such notice shall state, which of said weeks of the

then ensuring year the Lessee desires for the use by Lessee of said Park.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

~~It is further understood~~ and agreed, that within three (3) days after such ~~as Lessee may~~ conduct during said term, Lessee shall clean up the said Park by removing therefrom all debris which Lessee may have caused to be in or upon the said Park Property because of such use.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for RV parking and other uses as may be consistent with its program and retain all revenues derived from said use.

✕ At other times, for special events. Lessee may be granted permission for use of said Park after Lessee has requested use of the Park through the Recreation and Parks Department. Lessee shall retain 75% of all revenues derived from any use of Lawrence Park granted by this lease. on the first six uses per year. and 50% on all other uses, not including the use by Lessee of the property during the Grape Festival wherein Lessee shall retain all revenue from use of said Park.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Park and structure during such time or times as it may use said Park and structure during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose. Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said leased premises or equipment without the written consent of

the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder. Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof. Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, parking and concessions of like kind and shall, during all uses, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
entered into this lease in duplicate the day and year herein first above written.

the rentals herein reserved shall be paid by the lessee in advance of the
charges as the same shall be made by the lessor.

THIS LEASE

CITY OF LODI. a municipal corporation

By

John R. Snider
MAYOR

ATTEST:

Miss M. Bernick
CITY CLERK

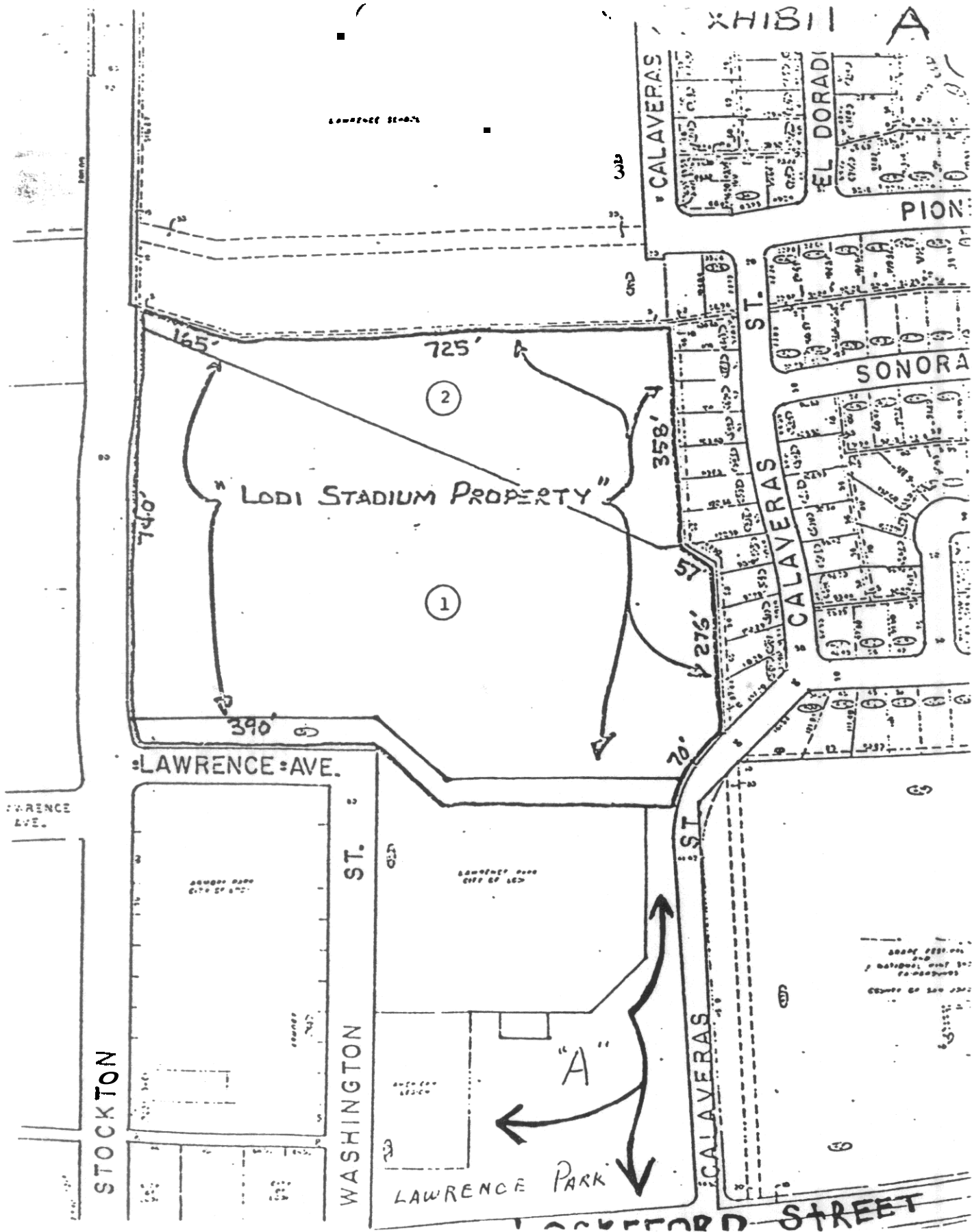
LODI GRAPE FESTIVAL AND NATIONAL WISE SHOW. INC.

By

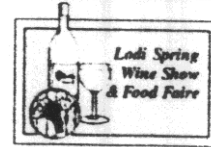
PRESIDENT

By

GENERAL MANAGER



File



November 21, 1991

City of Lodi
Call Box 3006
Lodi, CA 95241

Re: Extension of leases for
Stadium Parking lot and
Lawrence Park

Gentlemen:

Pursuant to the lease between the City of Lodi and the Lodi Grape Festival and National Wine Show Inc. dated October 7, 1983, for use of the Lodi Stadium property, and the lease between the City of Lodi and the Lodi Grape Festival and National Wine Show, Inc. dated March 20, 1985, for use of the Lawrence Park property, please be advised that the Lodi Grape Festival and National Wine Show, Inc. wishes to exercise its option to extend these leases for a period of ten (10) years, commencing September, 1992, and ending September, 2001.

Please consider this letter as a formal request for the aforementioned extension.

Sincerely,

A handwritten signature in dark ink, appearing to read "Graeme A. Stewart".

Graeme A. Stewart, CFE
General Manager

A handwritten signature in dark ink, appearing to read "Donn Thompson".

Donn Thompson, President
Board of Directors'



CITY COUNCIL

JAMES W. PINKERTON, Mayor

PHILLIP A. PENNINO

Mayor Pro Tempore

W. D. M. HINCHMAN

JACK A. SIEGLOCK

JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET

P.O. BOX 3006

LODI, CALIFORNIA 95241-1910

(209) 334-5634

FAX (209) 333-6795

THOMAS A. PETERSON

City Manager

ALICE M. REIMCHE

City Clerk

BOB McNATT

City Attorney

January 7, 1992

Mr. Graeme A. Stewart, CFE
General Manager
Lodi Grape Festival and Harvest Fair
P.O. BOX 848
Lodi, CA 95241

Dear Graeme:

Please be advised that the Lodi City Council at its meeting of January 2, 1992 approved your request to extend the Lodi Grape Festival and National Wine, Inc. lease dated October 7, 1983 for use of the Lodi Stadium property and the lease between the City of Lodi and the Lodi Grape festival and National Wine Show, Inc. dated March 20, 1985 for use of the Lawrence Park property. These leases have been extended for a period of ten (10) years, commencing September, 1992 and ending September, 2001.

A copy of your November 21, 1991 letter requesting these extensions is attached indicating the City Council's approval.

Should you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

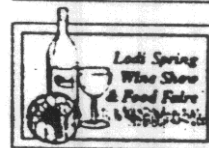
AMR/jmp

Attachment

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ALICE M. REIMCHE
CITY CLERK
CITY OF LODI



November 21, 1991

City of Lodi
Call Box 3006
Lodi, CA 95241

Re: Extension of leases for
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Lawrence Park


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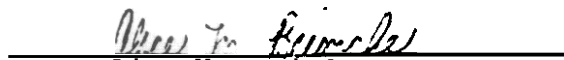
Please consider this letter as a formal request for the aforementioned extension.

Sincerely,


Graeme A. Stewart, CFE
General Manager


Donn Thompson, President
Board of Directors

APPROVED BY THE LODI CITY COUNCIL
AT ITS MEETING OF JANUARY 2, 1992


Alice M. Reimche
City Clerk

